

State: District of Columbia
TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity
Product Name: Crime Protection Policy
Project Name/Number: Fidelity - Crime Protection Policy/BHSIC-CPR-15

Filing Company: Berkshire Hathaway Specialty Insurance Company

Filing at a Glance

Company: Berkshire Hathaway Specialty Insurance Company
Product Name: Crime Protection Policy
State: District of Columbia
TOI: 23.0 Fidelity
Sub-TOI: 23.0000 Fidelity
Filing Type: Form
Date Submitted: 09/03/2015
SERFF Tr Num: REGU-130231221
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: BHSIC-CPR-15
Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Jeremy Battles, Jason Graciolett
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia
TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity
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Filing Company: Berkshire Hathaway Specialty Insurance Company

General Information

Project Name: Fidelity - Crime Protection Policy
Project Number: BHSIC-CPR-15
Reference Organization:
Reference Title:
Filing Status Changed: 09/03/2015
State Status Changed:
Created By: Jason Graciolett
Corresponding Filing Tracking Number: REGU-130231224

Status of Filing in Domicile: Authorized
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:
Submitted By: Jason Graciolett

Filing Description:

Berkshire Hathaway Specialty Insurance Company (BHSIC), a member of the Surety and Fidelity Association of America (SFAA), is submitting forms for its new Crime Protection Policy product.

This new program filing introduces the company's independent forms (endorsements, declarations, applications) that will be used with the SFAA's Crime Protection Policy (Form SP 00 01) and SFAA Endorsements, which have been filed on BHSIC's behalf by the SFAA.

The corresponding rates/rules filing has been submitted separately, as required.

Enclosed for your review are the following:

- Independent Forms
- Supporting Documentation

We ask that this filing become effective upon approval.

Company and Contact

Filing Contact Information

Jason Graciolett, Analyst
231 W 29th Street
Suite 707
New York, NY 10001

jasongraciolett@ircllc.com
212-571-3989 [Phone]

Filing Company Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Berkshire Hathaway Specialty Insurance Company	CoCode: 22276	State of Domicile: Nebraska
3024 Harney Street	Group Code: 31	Company Type: Stock
Omaha, NE 68131	Group Name: Berkshire Hathaway	State ID Number:
(402) 916-3000 ext. [Phone]	FEIN Number: 63-0202590	

Filing Fees

Fee Required? No
Retaliatory? No

State:	District of Columbia	Filing Company:	Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI:	23.0 Fidelity/23.0000 Fidelity		
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Project Name/Number:	Fidelity - Crime Protection Policy/BHSIC-CPR-15		

Fee Explanation:

State: District of Columbia

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: Crime Protection Policy

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Filing Company:

Berkshire Hathaway Specialty Insurance Company

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		CRIME PROTECTION POLICY - COMMON POLICY DECLARATIONS	EP-CPR-DEC-01/2015	01/2015	DEC	New		0.000	EP-CPR-DEC-01-2015 Crime Protection Policy Dec Page BHSIC.pdf
2		AMEND DEFINITION OF CUSTODIAN	EP-CPR-002-01/2015	01/2015	END	New		0.000	EP-CPR-002-012015 Amend definition of custodian.pdf
3		AMEND DEFINITION OF MESSENGER	EP-CPR-003-01/2015	01/2015	END	New		0.000	EP-CPR-003-012015 Amend definition of messenger.pdf
4		AMEND KNOWLEDGE	EP-CPR-004-01/2015	01/2015	END	New		0.000	EP-CPR-004-012015 Amend knowledge.pdf
5		APPLICATION RELIANCE	EP-CPR-005-01/2015	01/2015	END	New		0.000	EP-CPR-005-012015 Application Reliance.pdf
6		POLICY CANCELLATION	EP-CPR-006-01/2015	01/2015	END	New		0.000	EP-CPR-006-012015 Cancellation.pdf
7		CLAIMS EXPENSE	EP-CPR-007-01/2015	01/2015	END	New		0.000	EP-CPR-007-012015 Claims Expense.pdf
8		CLIENT'S PROPERTY INSURING AGREEMENT	EP-CPR-008-01/2015	01/2015	END	New		0.000	EP-CPR-008-012015 Clients Property Insuring Agreement.pdf
9		CONSOLIDATION AND MERGER	EP-CPR-009-01/2015	01/2015	END	New		0.000	EP-CPR-009-012015 Consolidation and Merger.pdf
10		CONSULTANTS	EP-CPR-010-01/2015	01/2015	END	New		0.000	EP-CPR-010-012015 Consultants.pdf

SERFF Tracking #:

REGU-130231221

State Tracking #:

Company Tracking #:

BHSIC-CPR-15

State: District of Columbia

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: Crime Protection Policy

Project Name/Number: Fidelity - Crime Protection Policy/BHSIC-CPR-15

Filing Company:

Berkshire Hathaway Specialty Insurance Company

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
11		DUTIES IN THE EVENT OF LOSS	EP-CPR-011-01/2015	01/2015	END	New		0.000	EP-CPR-011-012015 Duties in the Event of Loss.pdf
12		EMAIL NOTIFICATION	EP-CPR-012-01/2015	01/2015	END	New		0.000	EP-CPR-012-012015 Email address.pdf
13		EMPLOYEE DISHONESTY AMENDED TO THEFT WORDING	EP-CPR-013-01/2015	01/2015	END	New		0.000	EP-CPR-013-012015 Employee Dishonesty Amended to Theft Wording.pdf
14		EXTEND TERMINATED EMPLOYEE	EP-CPR-014-01/2015	01/2015	END	New		0.000	EP-CPR-014-012015 Extend Terminated Employee - Rev. 5-26-15.pdf
15		INDEPENDENT CONTRACTOR	EP-CPR-015-01/2015	01/2015	END	New		0.000	EP-CPR-015-012015 Independent Contractors.pdf
16		INVENTORY EXCLUSION	EP-CPR-016-01/2015	01/2015	END	New		0.000	EP-CPR-016-012015 Modify Inventory Exclusion.pdf
17		ECONOMIC AND TRADE SANCTIONS EXCLUSION	EP-CPR-017-01/2015	01/2015	END	New		0.000	EP-CPR-017-012015 OFAC.pdf
18		WORLDWIDE TERRITORY	EP-CPR-018-01/2015	01/2015	END	New		0.000	EP-CPR-018-012015 Worldwide Territory.pdf
19		INCLUDE COVERAGE FOR FUNDS TRANSFER FRAUD	EP-CPR-019-03/2015	03/2015	END	New		0.000	EP-CPR-019-032015 - Include Funds Transfer (no executive impersonation).pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
20		EXECUTIVE IMPERSONATION	EP-CPR-020-03/2015	03/2015	END	New		0.000	EP-CPR-020-032015 - Executive Impersonation Final.pdf
21		FIDELITY AND CRIME INSURANCE APPLICATION	Fidelity and Crime Insurance Application 2/2015	2/2015	ABE	New		0.000	Fidelity Application 2.23.pdf
22		FIDELITY AND CRIME INSURANCE RENEWAL APPLICATION	Fidelity and Crime Insurance Renewal Application 2/2015	2/2015	ABE	New		0.000	Fidelity Renewal Application 2.23.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



Berkshire Hathaway
Specialty Insurance

Berkshire Hathaway Specialty Insurance Company
(a Stock Insurance Company)

3024 Harney Street
Omaha NE 68131

Crime Protection Policy
Common Policy Declarations

Policy No.: 00-XXX-000000-00

Item 1. **Name of Insured**
(herein called Insured):

Principal Address: [Street]
[City, State, Zip]

Item 2. **Policy Period:** From: XXXXXXXX 00, 0000 to XXXXXXXX 00, 0000

Both days at 12:01 a.m. local standard time at Principal Address listed in Item 1, above.

Item 3. **Insuring Agreements, Limits of Insurance and Deductibles:**

<u>Insuring Agreement</u>	<u>Limit of Insurance Per Occurrence</u>	<u>Deductible Amount Per Occurrence</u>
1. Employee Dishonesty	\$00,000,000	\$00,000,000
2. Forgery or Alteration	\$00,000,000	\$00,000,000
3. Inside the Premises	\$00,000,000	\$00,000,000
4. Outside the Premises	\$00,000,000	\$00,000,000
5. Computer Fraud	\$00,000,000	\$00,000,000
6. Money Orders and Counterfeit Paper Currency	\$00,000,000	\$00,000,000
If added by Endorsement, Insuring Agreement(s):		
xxxxxx	\$00,000,000	\$00,000,000
xxxxxx	\$00,000,000	\$00,000,000
xxxxxx	\$00,000,000	\$00,000,000

If "Not Covered" is inserted above opposite any specified Insuring Agreement, or if no amount is inserted, such Insuring Agreement and any other reference thereto in this Policy shall be deemed to be deleted.



Item 4.	Endorsements Forming Part of This Policy When Issued:	See attached schedule
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Item 5.	Cancellation of Prior Insurance: By acceptance of this Policy you give us notice cancelling prior policy Nos. 00-XXX-000000-00
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Item 6.	Premium:	\$00,000,000
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In the event of a claim, please
notify the following:

By 24-hour toll free number: 855-453-9675

By Email: claimsnotice@bhspecialty.com

By Fax: 617-507-8259

By Mail: Log on to www.bhspecialty.com/claims-reporting.html
for mailing address

Signatures:

<Insert Signature of Ralph Tortorella, III>

Ralph Tortorella, III, Secretary

<Insert Signature of Peter J. Eastwood>

Peter J. Eastwood, President

XX/XX/XXXX
Dated

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

AMEND DEFINITION OF CUSTODIAN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the **Section C. DEFINITIONS 4. Custodian** is deleted in its entirety and replaced with the following:

- 4. Custodian** means you, any of your partners, or any **employee**, while having care and custody of the insured property inside the **premises**, including, but not limited to, any such person while acting as a **watchperson** or janitor.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

AMEND DEFINITION OF MESSENGER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the **Section C. DEFINITIONS 8. Messenger** is deleted in its entirety and replaced with the following:

8. **Messenger** means:

- (1) You;
- (2) Any of your partners or **employees**; or
- (3) Any natural person or company duly authorized by you to have the care and custody of insured property outside the **premises**;

while having care and custody of property outside the **premises**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

AMEND KNOWLEDGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that:

1. **Section E. CONDITIONS Applicable to All Insuring Agreements, 6. Discovery of Loss** is deleted in its entirety and replaced with the following:

6. Discovery of Loss

Discovery of loss occurs when a manager or higher, including their equivalent, of the Risk Management Department, Human Resources Department, Internal Audit Department, Corporate Security Department, Legal Department, or any such department's equivalent, first become aware of facts which would cause a reasonable person to assume that a loss covered by this Policy has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when any of the foregoing individuals receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this insurance.

2. **Section E. CONDITIONS Applicable to All Insuring Agreements, 7. Duties in the Event of Loss** is deleted in its entirety and replaced with the following:

7. Duties in the Event of Loss

After discovery of loss occurs pursuant Paragraph **6. Discovery of Loss** you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at our request and give us a signed statement of your answers;
- c. Give us a detailed, sworn proof of loss within 120 days; and

d. Cooperate with us in the investigation and settlement of any claim.

3. Paragraph **1. Insuring Agreement 1, Cancellation as to Any Employee** of Section **E. CONDITIONS Applicable to Specific Insuring Agreements** is deleted in its entirety and replaced with the following:

**1. Insuring Agreement 1
Cancellation as to Any Employee**

Coverage under this Policy is cancelled as to any **employee**:

a. Immediately upon discovery by:

(1) A manager or higher, including their equivalent, of the Risk Management Department, Human Resources Department, Internal Audit Department, Corporate Security Department, Legal Department, or any such department's equivalent; or

(2) Any of your partners, officers or directors not in collusion with the **employee**; or

(3) As to any **Employee benefit plan(s)**, any trustee, fiduciary or plan administrator not in collusion with the **employee**;

of any dishonest act committed by that **employee** whether before or after becoming employed by you. Whether such discovery occurs prior to or after commencement of this Policy, there is no coverage under Insuring Agreement 1. For loss or losses resulting from acts committed by that **employee** after the date of such discovery; or

b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

All other terms and conditions of this policy remain unchanged.



Authorized Representative OR
Countersignature (in states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

APPLICATION RELIANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that:

We have relied upon the accuracy and completeness of all of the statements made and information and documentation submitted to us in connection with the underwriting of this Policy, including, but not limited to, all such statements and information contained in any application of insurance, whether included in an application provided by this company or some other company. All such statements, information and documentation are the basis of this Policy, and are incorporated into this Policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

POLICY CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that **Section E. CONDITIONS Applicable to All Insuring Agreements, 1. Cancellation, b.(2)** is deleted in its entirety and replaced with the following:

(2) days before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

CLAIMS EXPENSE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the Policy is amended as follows:

1. **Section D. EXCLUSIONS Applicable to All Insuring Agreements, Except as Indicated, 5. Indirect Loss** is deleted in its entirety and replaced with the following:

5. Indirect Loss

Loss that is an indirect result of any act or **occurrence** covered by this Policy including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss;
- b. Payment of damages of any type for which you are legally liable unless you establish that the act or acts that gave rise to the damages involved conduct which caused a covered loss of **money, securities or other property** which was in your custody and control and for which you were responsible prior to the loss; or
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance, except:
 - (1) We shall be liable for the necessary and reasonable claim expense (excluding **employees** salary) incurred by you in preparing any claim under this Policy. It is further agreed that if no loss is established hereunder, then you shall bear all such expenses;
 - (2) The limit of insurance hereunder shall be \$ and shall be part of and not in addition to your limit of insurance under each insuring agreement. There shall be no coverage hereunder for any expenses arising out of any legal dispute, suit or arbitration with the Company; and
 - (3) A \$ each and every loss deductible shall apply to the coverage afforded hereunder.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

CLIENT'S PROPERTY INSURING AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the Policy is amended as follows:

1. The following **INSURING AGREEMENT** is added to the Policy:

Loss of Client's Property

We will pay for loss of, and loss from damage to, **money, securities and, other property** sustained by a **client** of yours, resulting directly from dishonest acts committed by an identified **employee**, acting alone or in collusion with other persons, with the manifest intent to:

a. cause your **client** to sustain loss; and also

b. obtain an improper financial benefit for:

(1) The **employee**; or

(2) Any person or organization (other than you) intended by the **employee** to receive that benefit.

As used in this **Loss of Client's Property INSURING AGREEMENT**, an improper financial benefit does not include any employee benefits received in the course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions.

2. As used in this **Loss of Client's Property INSURING AGREEMENT**, **client** means an entity for which you perform services as specified in a written agreement.
3. The Limit of Insurance applicable to this **Loss of Client's Property INSURING AGREEMENT** is _____.

4. The Deductible Amount applicable to this **Loss of Client's Property INSURING AGREEMENT** is_____.
5. For purposes of this **Loss of Client's Property INSURING AGREEMENT** only, Paragraph **16. Ownership of Property, Interests Covered** of Section **E. CONDITIONS Applicable to All Insuring Agreements** is deleted and replaced with the following:

The property covered under this **Loss of Client's Property INSURING AGREEMENT** is limited to property:

- a. That your **client** owns or holds; or
- b. For which your **client** is legally liable.

However, this insurance is for your benefit only. It provides no direct rights or benefits to any other person or organization, including your **client**. Any claim for loss to your **client** that is covered under this insurance must be presented by you.

6. Paragraph **2. Acts of Employees, Directors, Trustees or Representatives** of Section **D. EXCLUSIONS Applicable to All Insuring Agreements, Except as Indicated** does not apply to this **Loss of Client's Property INSURING AGREEMENT**.
7. The following **EXCLUSION** is added to the policy:

Loss resulting directly from dishonest acts of any **clients'** proprietor, officer, director, trustee, partner, manager or employee, whether acting alone or in collusion with your **employee**.

All other terms and conditions of this policy remain

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

CONSOLIDATION AND MERGER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the **Section E. CONDITIONS Applicable to All Insuring Agreements, 4. Consolidation and Merger** is deleted in its entirety and replaced with the following:

4. Consolidation and Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of some other entity, any additional persons shall become **employees** or you acquire the use and control of any additional **premises**:

- a. The insurance afforded by this Policy shall also apply as respects such additional **employees** and **premises** provided that the total assets of the new entity are less than_____.
- b. If the total assets of the new entity exceed_____:
 - (1) You shall give us written notice thereof within 60 days thereafter, and shall pay us an additional premium; and
 - (2) For the first 60 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **employees** or **premises** also applies to these additional **employees** or **premises** for acts committed or events occurring within said 60 day period.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

CONSULTANTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the Policy is amended as follows:

1. **Section C. DEFINITIONS, 5. Employee** is amended to include:

A consultant while that person is subject to your direction and control and performing service for you pursuant to a written contract, however excluding any such person while having care and custody of property outside the **premises**.

2. **Section C. DEFINITIONS, 5. Employee d.(1)** is deleted in its entirety and replaced with the following:

(1) Agent, broker, person leased to you by a labor leasing firm(except when furnished on a temporary basis under the circumstances set forth in Definition 5.b.), factor, commission merchant, consignee, independent contractor or representative of the same general character(except for a consultant as outlined herein); or

3. **Section E. CONDITIONS, 15. Other Insurance** is amended by adding the following:

c. This Policy shall be excess of, and shall not contribute with, any insurance maintained by or on behalf of a consultant.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

DUTIES IN THE EVENT OF LOSS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that **Section E. CONDITIONS Applicable to All Insuring Agreements, 7. Duties in the Event of Loss** is deleted in its entirety and replaced as follows:

7. Duties in the Event of Loss

After you discover a loss or situation which may result in a loss of _____ or greater you must:

- a. Notify us as soon as possible;
- b. Submit to examination under oath at or request and give us a signed statement of your answers;
- c. Give us a detailed, sworn proof of loss within 120 days; and
- d. Cooperate with us in the investigation and settlement of any claim.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

EMAIL NOTIFICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this policy it is hereby understood and agreed that, with the exception of Service of Suit or any other such legal notice, which must still be send to us via all means that are legally required, any notice you are required to give to us pursuant to this policy may be sent via each and every email address below, which are deemed received when the first is opened by us:

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

EMPLOYEE DISHONESTY AMENDED TO THEFT WORDING

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the Policy is amended as follows:

1. Section **B. INSURING AGREEMENTS, 1. Employee Dishonesty** is deleted in its entirety and replaced with the following:

1. Employee Dishonesty

We will pay for direct loss of **money, securities or other property** caused by **theft or forgery** by any **employee**, whether identified or not, of any Insured acting alone or in collusion with others.

2. Section **C. DEFINITIONS, 18. Theft** is deleted in its entirety and replaced with the following:

18. Theft

Theft means the unlawful taking of **money, securities or other property** to the depravation of the Insured.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

EXTEND TERMINATED EMPLOYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that **Section C. DEFINITIONS, 5. Employee a.(1)** is deleted in its entirety and replaced with the following:

(1) While in your service or for days after termination of service; and

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

INDEPENDENT CONTRACTOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that the Policy is amended as follows:

1. **Section C. DEFINITIONS, 5. Employee** is amended to include:

Independent contractor while that person is subject to your direction and control and performing service for you pursuant to a written contract, however excluding, any such person while having care and custody of property outside the **premises**.

2. Solely with respect to the coverage provided by this endorsement, **Section C. DEFINITIONS, 5. Employee d.(1)** is deleted in its entirety and replaced as follows:

(1) Agent, broker, person leased to you by a labor leasing firm (except when furnished on a temporary basis under the circumstances set forth in Definition 5.b.), factor, commission merchant, consignee, independent contractor or representative of the same general character(except when furnished as outlined in 1 herein above); or

3. Solely with respect to the coverage provided by this endorsement, **Section E. CONDITIONS, 15. Other Insurance a.** is amended by adding the following at the end thereof:

All amounts payable under this Policy with respect to Independent Contractor(s) as outlined in 1 herein above will be specifically excess of, and will not contribute with, any other valid and collectible insurance available to such Independent Contractor(s). This Policy will not be subject to the terms of any other insurance policy.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

INVENTORY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that **Section D. EXCLUSIONS Applicable to Specific Insuring Agreements, 2. Under Insuring Agreements 1 and 5, Inventory Shortages** is deleted in its entirety and replaced with the following:

2. Under Insuring Agreements 1 and 5 Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- a. An inventory computation; or
- b. A profit and loss computation;

however, if the Insured establishes, wholly apart from such computation, it sustained a loss covered under Insuring Agreement 1 and it has identified the **employee** involved, then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

ECONOMIC AND TRADE SANCTIONS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this policy it is hereby understood and agreed that if any coverage under this policy would be in violation of any applicable economic or trade sanctions, then that coverage will be null and void.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

WORLDWIDE TERRITORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this Policy it is hereby understood and agreed that **Section E. CONDITIONS Applicable to All Insuring Agreements, 20. Territory** is deleted in its entirety and replaced with the following:

20. Territory

Subject to the conditions below, this policy covers acts committed or events occurring worldwide, however if coverage under this policy would be in violation of any applicable economic or trade sanctions then such coverage will be null and void:

- a. All losses and amounts payable under this policy shall be paid in, and with the currency of, the United States of America;
- b. It is agreed and understood that the exclusive jurisdiction and venue for any claim, appraisal, arbitration, suit, or other proceeding to which we may be a party shall be with those States in the United States of America that otherwise would have jurisdiction and venue over us, this policy, and such claim, appraisal, arbitration, suit, or other proceeding; and
- c. In the event a covered loss that is otherwise payable under this policy is not payable solely because the covered property is located in a "Controlled Territory," such amount that would otherwise be payable shall be payable to the Named Insured based on their financial interest in the subject property and loss. As used in this endorsement "Controlled Territory" means any country or territory that does not recognize or allow the coverage that was provided by this policy for the property and risks in their jurisdiction, but under no circumstances does it include any country, property, risks, or losses subject to any applicable economic or trade sanctions.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

INCLUDE COVERAGE FOR FUNDS TRANSFER FRAUD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this policy it is hereby understood and agreed that the policy is amended as follows:

A. COVERAGE:

We will pay for loss of **funds** resulting directly from a **fraudulent instruction** directing financial institution to transfer, pay or deliver **funds** from your **transfer account**.

B. LIMIT OF INSURANCE AND DEDUCTIBLE:

The Limit of Insurance and Deductible Amount are shown in the Declarations.

C. DEFINITIONS:

For purposes of the coverage afforded under this endorsement:

a. **Fraudulent instruction** means:

- (1) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent; or
- (2) A written instruction (other than those described in Insuring Agreement 2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by, but was in fact fraudulently issued without your knowledge or consent.

b. **Transfer account** means:

An account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of **funds**:

- (1) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
- (2) By means of written instructions (other than those described in Insuring Agreement 2.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic transfer system.

c. **Funds** means **money** and **securities**.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM:

Forms a part of Policy No.:

Issued to:

By:

EXECUTIVE IMPERSONATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CRIME PROTECTION POLICY

In consideration of the payment of the premium for this policy it is hereby understood and agreed that the policy is amended as follows:

A. COVERAGE:

We will pay for loss of **funds** resulting directly from a **fraudulent instruction** directing a financial institution to transfer, pay or deliver **funds** from your **transfer account**.

B. LIMIT OF INSURANCE AND DEDUCTIBLE:

The Limit of Insurance and Deductible Amount are shown in the Declarations.

C. DEFINITIONS:

For purposes of the coverage afforded under this endorsement:

- a. **Fraudulent instruction** means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an **employee** or **business associate** but which was in fact fraudulently transmitted by someone else without your or the **employee's** knowledge or consent.
- b. **Transfer account** means:
An account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of **funds**:

- (1) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
- (2) By means of written instructions (other than those described in Insuring Agreement 2.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic transfer system.

c. **Funds** means **money** and **securities**.

d. **Business associate** means any:

- a. entity; or
- b. natural person who is not an **employee**

which/who provides, or has provided, good or services to you under a written agreement which is valid and in effect with you at the time of the actual transfer, payment or delivery of **funds** as described in this endorsement. **Business associate** includes any **customer**. **Business associate** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

e. **Customer** means any natural person or entity to whom you sell goods or provide services.

D. CONDITIONS PRECEDENT:

As a condition precedent to the coverage afforded in this endorsement, it is understood and agreed that, prior to the actual transfer, payment or delivery of **funds** as described in this endorsement:

1. You had written **funds** transfer protocols in place that met minimum industry standards;
2. You adhered to those protocols in connection with any loss under Paragraph A, above, and
3. You documented your adherence to those protocols.

All other terms and conditions of this policy remain unchanged.



Fidelity and Crime Insurance Application

Company to be named on the Declarations:

Principal Address:

Requested Coverage

<u>Insuring Agreement</u>	<u>Limit of Insurance</u>	<u>Deductible Amount</u>
Employee Dishonesty	\$	\$
Forgery or Alteration	\$	\$
Inside the Premises	\$	\$
Outside the Premises	\$	\$
Computer Fraud	\$	\$
Money Orders and Counterfeit Paper Currency	\$	\$
Other	\$	\$

Current Coverage

Insurer:

Limit:

Deductible:

Policy Period:

Premium:

*Please include a listing of all entities to be covered along with all welfare and pension plans. If entity is not a subsidiary, please outline relationship to applicant.

General Information

1. Date your business was established:
2. Describe your major business activity:
3. How many total employees you have: USA Canada Foreign
4. How many retail locations you have: USA Canada Foreign
5. How many locations you have: USA Canada Foreign
6. Do any of your retail locations have a cash or precious metal exposure that exceeds the lowest deductible on



your current policy? ☐ Yes ☐ No

If "Yes", please provide details on the value of exposure and controls in place for that location(s).

7. Has there been any change in ownership or executive management within the past three years?

☐ Yes ☐ No

If "Yes", please explain.

8. Do you complete a physical inventory count on an annual basis at all locations? ☐ Yes ☐ No

If "No", please explain.

Bank Accounts

- | | | |
|--|------------------------------|-----------------------------|
| 1. Are all bank accounts reconciled monthly? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are bank accounts reconciled by someone not authorized to withdraw? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Is countersignature of all checks required? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Does supporting documentation accompany all checks to be signed? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Are securities subject to the joint control of two or more employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Loss History

List all losses that were sustained during the last five (5) years (whether reimbursed or not). Check if none ____.

Date of Loss	Type/Scheme	Location	Gross \$	\$ Paid	Date Paid
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please outline corrective action plan for each loss.

Audit Procedures

1. Is your company compliant with Sarbanes – Oxley guidelines? ☐ Yes ☐ No
If "No", please explain.
2. How many employees do you have within the following departments?
- | | |
|--------------------|----------------------|
| Internal Audit | <input type="text"/> |
| Corporate Security | <input type="text"/> |
| IT Audit/Security | <input type="text"/> |
3. How often are all domestic locations audited?
4. How often are all foreign locations audited?
5. Were there any material issues in internal controls identified during any of your internal and/or external audits during the last three (3) calendar years? ☐ Yes ☐ No
If "Yes", please provide details on the issue and remediation plan.
6. Does the company have fraud reporting capabilities operational at all locations? ☐ Yes ☐ No
7. Are there any situations where background checks are not performed on new hires? ☐ Yes ☐ No
8. Do you provide fraud awareness training for all your staff? ☐ Yes ☐ No
9. Does the company receive sales incentives or rebates? ☐ Yes ☐ No



If "Yes", how often is this audited?

10. Are all duties within the payroll area segregated? ☐ Yes ☐ No

If "No", please explain.

11. Are any employees paid in cash? ☐ Yes ☐ No

If "Yes", please outline controls in place and maximum exposure/location.

Computer/ Funds Transfer (Wire Transfer) Controls

1. Are wire transfers performed at more than one location? ☐ Yes ☐ No

If "Yes", please list locations that have this capability.

2. What is the maximum dollar amount of wire transfers per location?

3. Do all wire transfers require at least dual approval? ☐ Yes ☐ No

If "No", please explain.

4. Do all non-repetitive wire transfers require approved purchase orders and other supporting documentation?
☐ Yes ☐ No

If "No", please explain.

5. Do you have agreements with all Financial Institutions as to which of your employees are authorized to perform the following?

Transfer Funds	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Initiate changes to agreements	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Obtain records	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Are all Financial Institutions required to validate the authenticity of the requestor before completing the wire transfer? ☐ Yes ☐ No

7. Are all Financial Institutions required to confirm all wire transactions in writing within 24 hours?
☐ Yes ☐ No

8. When was the last audit of your wire transfer department performed?

Were there any issues brought up during this audit that required immediate attention? ☐ Yes ☐ No

If "Yes", please provide details.

9. Are there segregation of duties within all job functions in the wire transfer department? ☐ Yes ☐ No

If "No", please provide details.

10. How often are computer access codes and passwords changed?

11. Have you had any type of breach or release of personal or confidential information or customer (of any kind) within the last three (3) years?

If "Yes", please provide details and remediation steps that were necessary.

12. Have any vendors or third parties (non-employees) been given access to the company's computer system?
☐ Yes ☐ No

If "Yes", please provide details on the controls in place to monitor their activity.

13. When was the most recent IT/computer system audit performed? By whom?

14. Were there any issues that were brought up that required immediate attention? ☐ Yes ☐ No

15. Do you provide any type of fraud awareness training for employees that work in the wire transfer area?
☐ Yes ☐ No

16. How often are wire transfer authorities reviewed and updated?

Are passwords and other vital access information changed periodically? ☐ Yes ☐ No

17. How is this documented?

18. Do you have systems in place to protect against malware? ☐ Yes ☐ No



If "No", please explain.

19. Do you have uniform wire transfer procedures in place at all locations? ☐ Yes ☐ No

If "No", please explain.

Vendor Controls

1. Do you maintain a list of all approved vendors on a global basis? ☐ Yes ☐ No
2. What department maintains and updates the list of approved vendors?
3. What type of background checks do you perform on the vendors that you do business with?
4. How often do you perform these background checks?
5. When does a vendor become considered dormant or removed from the approved list?
6. Are there any vendors that you work with that were not subject to the above background checks?
☐ Yes ☐ No

If "Yes", please explain.

7. Do all purchase orders require at least dual approval? ☐ Yes ☐ No

If "No", please explain.

Clients' Property (complete if requesting coverage)

1. How many clients? Please answer the below questions for each client.
2. What type of work will you be doing for your client?
3. Will this work be performed on your clients' premises? ☐ Yes ☐ No
4. How many of your employees will be involved with this work?
5. Will your employees have access to money, securities and tangible property of your client? ☐ Yes ☐ No
6. When will this work be performed?
7. What controls are in place to protect your client from employee theft?

THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE INSURANCE. IF A POLICY IS ISSUED, IT IS ISSUED IN RELIANCE UPON THIS APPLICATION, ALONG WITH ANY ATTACHMENTS AND MATERIALS SUBMITTED THEREWITH OR INCORPORATED THEREIN. FURTHERMORE, IT IS AGREED THAT SUCH STATEMENTS, ATTACHMENTS, DOCUMENTS, AND MATERIALS ARE THE BASIS OF THE PROPOSED POLICY AND ARE TO BE CONSIDERED AS INCORPORATED INTO AND CONSITUTING A PART OF THE ISSUED POLICY.

<u>FRAUD WARNING</u>



FL ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

LA ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

MD ONLY: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NJ ONLY: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NY ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

PA ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

OK ONLY: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

OR ONLY: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

ALL OTHER STATES: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES. IN CO, DC, ME, TN, VA, AND WA, INSURANCE BENEFITS MAY ALSO BE DENIED.



THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT, AND HEREBY CERTIFIES THAT THEY HAVE MADE REASONABLE INQUIRIES TO OBTAIN AND PROVIDE THE ANSWERS, INFORMATION AND DOCUMENTATION THAT IS RESPONSIVE TO THE QUESTIONS AND REQUESTS CONTAINED IN THIS SUPPLEMENTAL APPLICATION, AND REPRESENTS THAT THE ANSWERS, INFORMATION AND DOCUMENTATION IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

Signature of Officer Authorized by the Company to Sign

Print Name/Title

Date



Fidelity and Crime Insurance Renewal Application

Company to be named on the Declarations:

Principal Address:

Requested Coverage

<u>Insuring Agreement</u>	<u>Limit of Insurance</u>	<u>Deductible Amount</u>
Employee Dishonesty	\$	\$
Forgery or Alteration	\$	\$
Inside the Premises	\$	\$
Outside the Premises	\$	\$
Computer Fraud	\$	\$
Money Orders and Counterfeit Paper Currency	\$	\$
Other	\$	\$

Number of employees: USA Canada Foreign

Please indicate the date that you last completed a BHSIC Fidelity and Crime Application: Please attach copy.

Since the date of your last completed BHSIC Fidelity and Crime Application, have there been any changes in the following areas? (Please explain any "No" answers.)

General Information	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Bank Accounts	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Loss History	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Audit Procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Computer/ Funds Transfer (Wire Transfer) Controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vendor Controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Clients' Property (if purchased)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE INSURANCE. IF A POLICY IS ISSUED, IT IS ISSUED IN RELIANCE UPON THIS APPLICATION, ALONG WITH ANY ATTACHMENTS AND MATERIALS SUBMITTED THEREWITH OR INCORPORATED THEREIN. FURTHERMORE, IT IS AGREED THAT SUCH STATEMENTS, ATTACHMENTS, DOCUMENTS, AND MATERIALS ARE THE BASIS OF THE PROPOSED POLICY AND ARE TO BE CONSIDERED AS INCORPORATED INTO AND CONSITUTING A PART OF THE ISSUED POLICY.



FRAUD WARNING

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LA ONLY: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

MD ONLY: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NJ ONLY: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NY ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

PA ONLY: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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OR ONLY: ANY PERSON WHO MAKES AN INTENTIONAL MISSTATEMENT THAT IS MATERIAL TO THE RISK MAY BE FOUND GUILTY OF INSURANCE FRAUD BY A COURT OF LAW.

ALL OTHER STATES: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES. IN CO, DC, ME, TN, VA, AND WA, INSURANCE BENEFITS MAY ALSO BE DENIED.



THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT, AND HEREBY CERTIFIES THAT THEY HAVE MADE REASONABLE INQUIRIES TO OBTAIN AND PROVIDE THE ANSWERS, INFORMATION AND DOCUMENTATION THAT IS RESPONSIVE TO THE QUESTIONS AND REQUESTS CONTAINED IN THIS SUPPLEMENTAL APPLICATION, AND REPRESENTS THAT THE ANSWERS, INFORMATION AND DOCUMENTATION IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.

Signature of Officer Authorized by the Company to Sign

Print Name/Title

Date

State:	District of Columbia	Filing Company:	Berkshire Hathaway Specialty Insurance Company
TOI/Sub-TOI:	23.0 Fidelity/23.0000 Fidelity		
Product Name:	Crime Protection Policy		
Project Name/Number:	Fidelity - Crime Protection Policy/BHSIC-CPR-15		

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	All forms submitted achieve Flesch scoring requirements.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	1 - FA Letter - BHSIC.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Filing Memo
Comments:	
Attachment(s):	2 - BHSIC Filing Memo.pdf
Item Status:	
Status Date:	



Berkshire Hathaway
Specialty Insurance

LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultants, LLC ("IRC") has been given authorization to submit filings on behalf of the insurance company listed below ("Company") consistent with the agreements between the parties and their affiliates, both written and oral.

This authorization extends to all correspondence regarding these filings.

Berkshire Hathaway Specialty Insurance Company

Company Name

22276

NAIC Number

CRIME PROTECTION POLICY

Project/Subject/Program


Signature

March 18, 2015

Date

John C. Skinner, Esquire

Name

VP – Assistant General Counsel

Title

(617) 936-2929

Telephone Number

John.Skinner@BHSpecialty.com

Email Address

Berkshire Hathaway Specialty Insurance Fidelity - Crime Protection Policy

Filing Memorandum

Berkshire Hathaway Specialty Insurance Company (BHSIC), a member of the Surety and Fidelity Association of America (SFAA), is submitting forms, rates and rules for its new Crime Protection Policy product.

This new program filing introduces the company's independent forms (endorsements, declarations, applications) that will be used with the SFAA's Crime Protection Policy (Form SP 00 01) and SFAA Endorsements, which have been filed on BHSIC's behalf by the SFAA. It should be noted that independent forms EP-CPR-019-03/2015 - INCLUDE COVERAGE FOR FUNDS TRANSFER FRAUD and EP-CPR-020-03/2015 - EXECUTIVE IMPERSONATION will be replacing their SFAA equivalents (SE 00 41 and SE 00 48).

This program also introduces the company's proprietary Crime Protection Policy – Countrywide Rating Plan.